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ABSTRACT

The collective bargaining agreement between Hofstra University and the Hofstra University Chapter of the American Association of University Professors (AAUP) covering the period September 1, 1985-August 31, 1988 is presented. Items covered in the agreement include: definitions and unit recognition; faculty statutes and faculty policy series; the relationship between the AAUP and the university; appointment, reappointment, promotion, and tenure; working conditions; fringe benefits; compensation; reduction in force of faculty as a consequence of curricular curtailment or financial exigency; no strike, work stoppage, or lockout; grievance and arbitration procedure; merger or acquisition; released time; union security and checkoff; separability; interest succession; nondiscrimination; personnel files; affirmative action committee; affirmation of full disclosure; past practices; department heads; and adjunct faculty and special faculty status. Appendices include: (1) information on New College Teaching Fellows, including teaching load, compensation, and appointment; (2) the work schedule of full-time and adjunct library faculty; (3) the work schedule and teaching load of faculty at the Institute of Applied Social Science; and (4) the memorandum of understanding between the university and the AAUP. (SW)

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ED277312

Collective Bargaining Agreement

By and Between

HOFSTRA UNIVERSITY

-and-

THE HOFSTRA CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

September 1, 1985 - August 31, 1988

Hempstead, New York

U.S. DEPARTMENT OF EDUCATION
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AGREEMENT

between

HOFSTRA UNIVERSITY

and

THE HOFSTRA CHAPTER OF THE
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

PREAMBLE

The purpose of this Agreement is to provide the faculty and administration of Hofstra University with a contract which will insure a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research, and public service. This Agreement aims at maintaining educational excellence, facilitating effective faculty participation in decisions affecting the welfare of the University, assuring fair and reasonable conditions of employment and providing techniques and procedures for the peaceful adjustment of disputes, should these arise.

To this end the faculty and administration have, through their representatives, negotiated this Agreement as follows:

ARTICLE 1: LIST OF DEFINITIONS

1.1 ADMINISTRATION: The Board of Trustees of Hofstra University, a private institution of higher education chartered by the Board of Regents of the State of New York, and such administrative officers as may be appointed by the Board of Trustees.

1.2 AAUP: The Hofstra University Chapter of the American Association of University Professors.

1.3 FACULTY MEMBER: For purposes of this Agreement, a member of the bargaining unit, as defined in Section 2.2 of this Agreement.

1.4 REGULAR ADJUNCT FACULTY MEMBER: A part-time member of the bargaining unit, as defined in Section 2.2 of this Agreement.

1.5 BARGAINING UNIT: Unit of employees as described in Section 2.2 of this Agreement.

1.6 DEPARTMENTAL PERSONNEL COMMITTEE (DPC) as defined in Article 5 of this Agreement.

1.7 COLLEGE OR DIVISION FACULTY PERSONNEL BOARD (FPB) as defined in Article 5 of this Agreement.

1.8 UNIVERSITY APPEALS BOARD (UAB) as defined in Article 5 of this Agreement.

1.9 JOINT STANDING COMMITTEE (JSC) as defined in Section 4.8 of this Agreement.

ARTICLE 2: RECOGNITION OF THE AAUP

2.1 The Administration hereby recognizes the AAUP as sole and exclusive bargaining agent for the faculty and professional librarians (as defined below).

2.2 Included in the bargaining unit are all full-time faculty, including those holding special status, professional librarians, and all regular adjunct faculty (defined as those who are currently teaching and have taught at the University at least six (6) hours per academic year for at least two of the preceding four academic years exclusive of summer seasions and intersessions) and all part-time professional librarians.

2.3 Excluded from the bargaining unit are: academic deans of all ranks; teaching deans; faculty holding visiting rank; speech clinicians; part-time faculty who teach only in summer and/or intersession; military officers serving in the Department of Military Science; all faculty members and professional staff including librarians and clinicians in the Law School; all department chairpersons; and in the Library, deans, associate deans, assistant deans, and department heads; and all other administrative personnel of the University, all non-professional employees, and all other employees of the University.

2.4 No person excluded from the bargaining unit as set forth above will represent the faculty on the University Senate or any of its committees.

ARTICLE 3: FACULTY STATUTES AND FACULTY POLICY SERIES

3.1 The parties hereby acknowledge that the Faculty Statutes (hereinafter "FS") and the Faculty Policy Series (hereinafter "FPS") constitute the fundamental documents which govern the rights and responsibilities of the Faculty of Hofstra University, subject to the provisions of this Agreement.

3.2 The provisions of the FS and FPS are binding upon the parties unless modified by or in conflict with this Agreement, in which case this Agreement will control, and the FS and FPS are hereby incorporated by reference into this Agreement.

3.3 During the term of this Agreement, no amendments to the FS or FPS or any University practice which would void, alter or in any way modify any provision of this Agreement will be enacted or effectuated without the consent of the AAUP.

3.4 Any and all proposed amendments to the FS or FPS duly passed by the University Senate and Faculty or Faculty alone will be submitted to the President who will reply in writing or submit same to the Board of Trustees, which in turn will reply in writing (and where the reply is negative, will state its reasons therefor) within five weeks after the next meeting of the Board of Trustees, but in no event more than 90 days after submission to the President.

3.5 Management rights and functions, except those which are abridged by this Agreement, will remain vested in the Administration, except as provided in this Agreement.

ARTICLE 4: GENERAL RELATIONSHIP BETWEEN THE AAUP AND THE UNIVERSITY

4.1 This Agreement will be binding upon and is exclusively between the AAUP and Hofstra University. All rights and privileges claimed under the terms of this Agreement will be enforceable only by the AAUP and Hofstra University unless otherwise specifically provided herein.

4.2 The rights, privileges and obligations of faculty members set forth in this Agreement will be incorporated into and made part of any individual con-

tract of employment between a faculty member and the University; all such rights, privileges, and obligations claimed under such individual contracts of employment will be enforceable initially through the procedures hereinafter set forth in this Agreement or in the FS or FPS, whichever is applicable. In the event of a conflict between the terms of an individual contract and the terms of this Agreement, the latter will be controlling. This Agreement will be incorporated by references into employment contracts issued to faculty members. The University will furnish all faculty members with a copy of this Agreement, the FS and FPS.

4.3 The presently constituted organizations within the University, i.e., the University Senate or any other similar body composed in whole or in part of the faculty, will continue to function at the University, provided that the actions thereof may not directly or indirectly repeal, rescind, or otherwise modify the terms and conditions of this Agreement.

4.4 Duly authorized representatives of the AAUP will be permitted to transact official AAUP business on University property at all reasonable times, provided that this will not interfere with or interrupt normal University operations or other faculty members in the performance of their duties.

4.5 The AAUP will have the right to post notices of its activities and matters of AAUP concern on faculty bulletin boards at locations hereafter to be agreed upon between the AAUP and the Administration. The AAUP will be permitted free use of intra-University mail and intra-University telephone service for communications to the faculty.

4.6 The Administration will provide the AAUP with an appropriate furnished office, accessible to handicapped persons, in the main Administration building or in a building in close proximity to the main Administration building. In addition, the AAUP will be permitted use of appropriate facilities at the University for its larger meetings, so long as facilities are available and the AAUP complies with the rules and regulations relating to use of such facilities applicable to all members of the University community.

4.7 The AAUP will be entitled to use the services of departmental secretaries for AAUP business, with the consent of the chairperson of the affected department, which consent shall not be unreasonably withheld. It is understood that the AAUP's use of such secretarial service will not interfere with the normal business of the department, and that the Administration will provide alternative secretarial service in the event that departmental secretarial service is not available.

4.8 A Joint Standing Committee (JSC) consisting of two (2) representatives of the AAUP and two (2) members of the Administration will be established to deal with problems and questions relating to this Agreement. This Committee will meet as necessary at the request of either of the parties. The Committee will discuss and attempt to amicably resolve any and all issues other than those specifically provided for in other articles of this Agreement.

ARTICLE 5: APPOINTMENT, REAPPOINTMENT, NON-REAPPOINTMENT, PROMOTION, AND TENURE

5.1 This Article and the appropriate sections of the FS and FPS will govern initial appointment, reappointment, non-reappointment, promotion, and tenure policies for full-time members of the faculty; will govern appointment, de-listing, and promotion of adjunct faculty; and appointment of special members of the faculty. Except as provided herein for New College, the general steps which all the above personnel recommendations will follow will be:

1. Departmental Personnel Committee (DPC) or Ad Hoc Tenure Committee; to the

2. Department Chairperson; to the

3. College or Division Faculty Personnel Board (FPB)

    a. in all tenure cases; or

    b. if the DPC's or the Department Chairperson's recommendations are for non-reappointment, or for de-listing of an adjunct, or against promotion; or

c. if the DPC's and the Department Chairperson's recommendations disagree on initial appointment; or

d. if the Dean indicates preliminary disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement; to the

4. Dean; to the

5. University Appeals Board (UAB)

a. if there is disagreement between the Dean's and the DPC's or Ad Hoc Tenure Committee's recommendation on tenure, non-reappointment and de-listing of adjunct faculty; or

b. if there is disagreement between the Dean's and FPB's recommendations; or

c. if the Provost indicates preliminary disagreement with the FPB and Dean's recommendations, or with the DPC or Ad Hoc Tenure Committee's and Dean's recommendation, which recommendations are in agreement; to the

6. Provost; to the

7. President; to the

8. Board of Trustees.

5.2 Each department annually will elect a Departmental Personnel Committee (DPC) consisting of at least seventy-five percent (75%) of the tenured and tenure-designate members of the department, and untenured members who have served in the department as full-time faculty for at least the last three full years and who have not been denied tenure or reappointment, but in no case will a DPC have fewer than three (3) members. However, the DPC may consist of less than 75% of the eligible members of the department where less than 75% of such members are unwilling or unable to serve on the DPC.

If a department has fewer than three (3) full-time faculty members who meet the above requirements, additional members of its DPC will be chosen from the tenured members of other related academic areas according to procedures determined by the College or Divisional Faculty Personnel Board.

In departments which have regular adjunct faculty (as defined in Section 2.2) one (1) regular adjunct faculty member will be elected annually by the regular adjunct faculty in the department to serve as a voting member of the DPC.

For purposes of this Section, the Library and New College will each be deemed a department.

No faculty member may serve on a DPC when the DPC considers a case involving either the person or a member of the person's immediate family. Adjunct faculty members of the DPCs may only consider matters involving adjunct faculty. Further, faculty members will not be eligible to serve on a DPC when it is considering the case of a candidate for promotion to a higher faculty rank than that held by the faculty member.

Each DPC will annually elect a Chairperson of the committee from among the tenured members of the committee.

5.3 The Function of each DPC will be to develop, with the Department Chairperson, departmental policies and procedures relating to all personnel matters, except tenure, governed by this Article (see Section 5.1 above). Each DPC will make its recommendations as set forth in this Article within such time periods as are targeted in Appendix F, annexed hereto. The Department Chairperson and/or the Dean will call initial meetings of the DPC to deal with pertinent matters.

5.4

(a) Each DPC will examine the qualifications of candidates for initial full-time faculty appointment, reappointment, non-reappointment, and promotion and will examine the qualifications of candidates for initial adjunct faculty appointment, promotion, and de-listing of adjunct faculty. This process will include consultation with the Department Chairperson

and the exchange of written recommendations between the DPC and the Chairperson. The DPC will then forward its recommendation in writing to the Dean and to the affected individual. The Department Chairperson will do likewise. If the DPC's and the Chairperson's recommendations are in disagreement on initial appointment; or if they recommend non-reappointment, or against promotion, or de-listing of an adjunct; or if the Dean indicates preliminary disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement; or prior to making his/her recommendation, the Dean will forward the case to the College or Divisional Faculty Personnel Board (FPB) for its review and recommendation.

The FPB will then forward its recommendation in writing to the Dean. The Dean will then forward his/her recommendation to the Provost. If the Dean's and the DPC's recommendations are in disagreement, and the FPB had not reviewed the case, or if the Dean's and the FPB's recommendations are in disagreement, or if the Provost indicates preliminary disagreement with the FPB's and the Dean's recommendations or with the DPC or Ad Hoc Tenure Committee's and Dean's recommendations which recommendations are in agreement, prior to making his/her recommendation, the Provost will submit the case to the UAB for its review and recommendation.

(b) In New College, the DPC will forward its recommendation in writing to the Dean and to the affected individual. The Dean will make his/her recommendation to the Provost in all tenure cases; or if the DPC and the Dean's recommendations are in disagreement; or if the DPC's and/or the Dean's recommendations are for non-reappointment or against promotion; or are for de-listing; or if the Provost indicates preliminary disagreement with the DPC's and the Dean's recommendations, which recommendations are in agreement, prior to making his/her recommendation to the President, the Provost will submit the case to the UAB for its review and recommendation.

5.5 Assignments of adjunct faculty will be made from a list of adjunct faculty previously approved for appointment by the Provost based upon the process described in Section 5.4 above. Within fifteen (15)

days of the beginning of the semester, if no previously approved adjuncts are available and the DPC or its representative cannot be called, the Chairperson can proceed with his or her recommendation for appointment to the Dean. The Chairperson of the department, in consultation with the DPC, will determine the assignment of courses for adjunct faculty as defined in Section 2.2, giving consideration of qualifications, suitability and length of prior service.

After eight semesters of service (excluding January and Summer Sessions) if the DPC or Chairperson wishes to remove an adjunct from the appointment list, or if the Dean requests a review of the adjunct faculty member's status on the appointment list, the review and recommendation process for personnel decisions as described in this article will commence. At the individual's request, non-assignment for four consecutive semesters in which the adjunct is available to teach shall be considered the equivalent of removal from the appointment list for purposes of the review procedure contained herein.

Additionally, after fifteen (15) semesters of service (excluding January and Summer Sessions) if an adjunct faculty member is assigned more than four semester hours fewer than the average number of semester hours he/she taught during the last four full semesters, or is not offered any course assignment, he/she will receive written reasons for the non-assignment from the Chairperson, in those instances where courses, for which the adjunct is qualified and available to teach, are assigned to an adjunct whose length of service is more than eight semesters less than the affected adjunct faculty member. If this occurs for two consecutive semesters, prior to the next full semester, the adjunct may request a review of this case through the review and recommendation process for personnel decisions as described in this Article.

An adjunct faculty member who has declined courses offered for four consecutive semesters will automatically be removed from the qualified list.

In any review process under this Section 5.5, the affected faculty member shall receive copies of all

recommendations and decisions promptly after they are rendered.

An adjunct faculty member with more than ten semesters of service (excluding January and Summer Sessions) will be eligible to apply for funds from the school, college, or University research fund and will be eligible to apply for school, college or University travel funds, consistent with the criteria used to award such funds to full-time faculty.

5.6

(a) Faculty shall be evaluated in the fall of each year to establish qualifications for recommendations for reappointment, increase of salary, promotion and tenure.

This evaluation shall be so conducted that the faculty member cooperates in the initial stages of compiling evidence, is informed of the progress through channels of his/her recommendation, and is enabled to register agreement or disagreement with the recommendation of his/her Chair and Academic Dean.

Department Chairpersons will, to the best of their ability and after consulting the tenured members of the department and the appropriate Dean, try to give the faculty member some indication of the prospects for obtaining tenure. If a Chairperson feels that he/she cannot make such a judgment, he/she should explain the reasons to the candidate.

When a Chairperson is newly appointed (since the period of the last evaluation), the Academic Dean of that area shall decide whether the evaluation shall be conducted by the Chairperson or whether the Dean shall appoint an individual or group of individuals to perform this task. When the Academic Dean is newly appointed, the evaluation shall take place in a manner prescribed by the Provost.

Faculty in their terminal year need not be evaluated by the Chairperson.

(b) Prior to the end of the first semester of the fifth year of the probationary period, each probationary faculty member will receive an analysis of tenure criterion number 4 (FPS 15, II, A4 or B4: "fulfillment of some essential function in the long-range

needs of the department and/or the University") in relationship to the individual's prospects for tenure. This analysis will state specifically whether it is "likely" or "unlikely" that the probationary faculty member will satisfy tenure criterion number 4. The Provost will provide the Dean and Chairperson with data regarding departmental enrollments, average class size, number of majors, number of tenured faculty, prospects for retirements, direction of the program(s), use of adjuncts and overload; and any other relevant information. The Dean of the appropriate school or college, in consultation with the Chairperson, will prepare the foregoing written analysis based on these data. The written analysis will be given to the faculty member with copies forwarded to the DPC and the Provost. If the Provost disagrees with the analysis, he/she will so notify the individual, in writing, explaining the reasons for his/her disagreement. If the DPC disagrees with the analysis, it will so notify the Provost, with copies to the individual, explaining the reasons for its disagreement. If the Provost disagrees with the position of the DPC, he/she will so notify the DPC, explaining the reasons for the disagreement. Any such disagreement shall be submitted within 30 days after the receipt of the analysis or reply thereto with which it is in disagreement. This provision will not apply to those probationary faculty members who elect to take more than three years of prior credit toward the tenure probation period.

5.7 Each department will establish an Ad Hoc Tenure Committee consisting of full-time faculty members in accordance with the FPS. Procedures described in the FPS will be followed. The Department Chairperson will not participate on the Ad Hoc Tenure Committee as a member, but should be consulted by the Committee as a resource person for input that can be used by the Committee. The Department Chairperson will not participate in the deliberations of the Ad Hoc Tenure Committee nor vote on the final decision of the Ad Hoc Tenure Committee.

5.8 The written recommendation of the Ad Hoc Tenure Committee will be forwarded to the individual faculty member, to the Department Chairperson, to the FPB, to the Dean and to the Provost.

5.9

(a) The School of Business, the School of Education and each division of the Hofstra College of Liberal Arts and Sciences will establish a Faculty Personnel Board. The FPB for the School of Business, the School of Education and each division of HCLAS will consist of one tenured or tenure designate faculty member from each department to be elected by all full-time faculty from that department. One (1) regular adjunct member of the faculty as defined in Section 2.2 will be elected annually to serve on each FPB by the adjunct faculty in each College and/or in each division of HCLAS. The adjunct faculty member will vote only on matters relating to the adjunct faculty.

(b) New College will not establish a Faculty Personnel Board.

(c) The Faculty Personnel Board for the Library will consist of the Chairpersons of all of the other Faculty Personnel Boards.

5.10 Initially, half of the full-time members of each FPB will be elected for a term of one year and half for a term of two years. Thereafter, all members will serve for a term of two years providing that he/she remains a full-time faculty member during such period. The term of the members of the FPB will be from September 1 to August 31. Any person elected to a Faculty Personnel Board will not serve on any Standing University or School committees.

Each FPB shall elect a Chairperson from among its members. Initially, the Chairperson will be elected from among the members of the FPB who are serving two-year terms. The Chairperson shall be primarily responsible for the timely and effective administration of that FPB.

5.11 The Faculty Personnel Boards will establish their own procedures providing that such procedures do not contravene any provisions of this agreement. Such procedures must be filed with the Dean, the Provost and the AAUP.

5.12 Any vacancy occurring on a FPB will be filled for the remainder of the term by a special election of

the affected unit within thirty (30) days of such vacancy.

5.13 The Faculty Personnel Board will make recommendations to the Dean in personnel cases for full-time and adjunct faculty members involving initial appointment, reappointment, and promotion when:

a. the DPC's and Chairperson's recommendations are in disagreement on initial appointment; or

b. the DPC's or Chairperson's recommendations are for non-reappointment, or against promotion, or for de-listing of an adjunct; or

c. in all tenure cases; or

d. if the Dean indicates preliminary disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement.

In cases of non-reappointment and tenure, the Faculty Personnel Board will allow the faculty member being reviewed to appear in person if he/she so requests. In all other cases, the appearance will be at the option of the Faculty Personnel Board. The Deans will provide the Faculty Personnel Board with all relevant information in each case, within the time limits set forth in Appendix F annexed hereto. The written recommendations of the Faculty Personnel Board will be forwarded to the Dean, with copies to the individual faculty member, the DPC (or Ad Hoc Tenure Committee, when appropriate) and the Chairperson.

5.14
(a) The University Appeals Board (UAB) will be composed of five (5) members and two (2) alternates: two faculty members and an alternate designated by the AAUP, two administrators and an alternate designated by the administration; and a fifth (a member of the Hofstra University Community), annually designated by mutual consent of the regular members.

(b) Each regular member of the UAB will serve a two-year term to begin February 1 and end January 31. Alternates will also serve two-year terms.

(c) The alternates will replace permanent members of their own side whenever an appeal comes from a unit of which they are a member. The alternates, designated by the AAUP and the Administration respectively, will represent units other than those represented by the original two members, and will replace them when an appeal comes from a unit to which the original members belong, so that no member of the UAB will ever have jurisdiction over an appeal pertaining to his/her unit. Alternates may also substitute for regular members in cases of illness or unavoidable absence. Members of the Provost's staff who did not participate in the formulation of the Provost's position on a particular matter that is before the UAB may serve on the UAB in connection with its consideration of such matter.

(d) The UAB will establish its own procedures provided that they do not contravene any provisions of the Agreement.

5.15 Except as provided herein for New College, the UAB will make recommendations to the Provost in personnel cases covered by this Article for full-time and adjunct faculty members when the Dean's and FPB's recommendations are in disagreement, or if the Dean's and DPC's or Ad Hoc Tenure Committee's recommendations are in disagreement on tenure, nonreappointment or de-listing of an adjunct faculty member; or if the Provost indicates preliminary disagreement with the FPB's and the Dean's recommendations, or with the DPC's or Ad Hoc Tenure Committee's recommendation and the Dean's recommendation, which recommendations are in agreement. In addition, the UAB will have jurisdiction to hear an appeal from a decision of the appropriate Dean regarding an annual evaluation, if the faculty member requests such an appeal, and will make recommendations in regard thereto to the Provost.

In New College, the DPC will forward its recommendation in writing to the Dean and to the affected individual. The Dean will make his/her recommendation to the Provost. In all tenure cases; or if the DPC and the Dean's recommendations are in disagreement;

or if the DPC's and/or the Dean's recommendations are for non-reappointment or against promotion; or are for de-listing; or if the Provost indicates preliminary disagreement with the DPC's and the Dean's recommendations, which recommendations are in agreement, prior to making his/her recommendation to the President, the Provost will submit the case to the UAB for its review and recommendation.

5.16

(a) All recommendations covered by this Article will set forth the reasons for the conclusions being reached in the recommendation and will comment on the previous recommendations, if any. Such recommendations will be dated and signed by the appropriate University official or chairperson of the appropriate committee, and will include the names of the committee members.

(b) Each faculty body (including the UAB) and administrator shall forward copies of their/his/her recommendation or decision to every other faculty body or administrator who has or will consider the case. Such copies shall be forwarded within five (5) days after the recommendation or decision is issued. The affected faculty member shall be entitled to submit written comments regarding any recommendation or decision to the next step in the process.

5.17 The University will notify the appropriate faculty personnel committee of the need to commence the applicable procedure under this Article in each case. Unless the University has received the written recommendations of the appropriate faculty personnel committee hereunder within two weeks of written notice to the defaulting faculty personnel committee from the Chairperson, Dean or Provost requesting such recommendations, the Chairperson, Dean or Provost can submit his/her recommendation on such matters without receiving such recommendations.

If the Dean or Provost fails to issue a recommendation within two weeks of the target date or within two weeks of the receipt of all appropriate prior recommendations, whichever is later, he/she shall notify the affected individual and the DPC of the reasons for the delay and an expected date for the issuance of such recommendation.

5.18 The AAUP, within ten (10) days after the date of the decision, will receive copies of the recommendations to which this Article 5 applies of the DPC, Ad Hoc Tenure Committee, Department Chairperson, FPB, Dean, UAB, Provost, and of the final decision of the President and Board of Trustees as applicable.

5.19

(a) The Provost, in making his/her recommendation to the President on all personnel decisions covered by this Article, will give great weight to the recommendation of the UAB, especially on judgments of merit.

(b) If the President disagrees with the recommendations of the UAB in any personnel decisions covered by this Article or in Section 9.6 of this Agreement, he/she will provide the UAB, AAUP, and all other appropriate parties with good and sufficient reasons for his/her disagreement, in writing.

(c) If the President disagrees with the recommendations of the UAB in any other case, he/she will provide the UAB, AAUP, and all other appropriate parties with a detailed written explanation of his/her reasons.

5.20

(a) It is understood that any litigation commenced by AAUP under Section 5.19 wherein it is contended that the reasons given by the President are not "good and sufficient" will not be commenced until after the Board of Trustees has acted (where appropriate) or has failed to act within a reasonable time on such case.

(b) It is further understood that the Board of Trustees' right to make a final decision for the University in a matter under Section 5.19 will not be asserted as a defense to any action brought by AAUP contending that the President's reasons were not "good and sufficient".

ARTICLE 6: WORKING CONDITIONS

6.1 The normal work year for all full-time faculty, excluding those in New College, District 65/District Council 37, and the Library will be from the date

two days prior to registration in the Fall semester through the day of graduation after the Spring semester exclusive of the interim session and holidays. The work year for New College, the Library, and District 65/District Council 37, will be as set forth in the separate appendices hereto.

6.2 Subject to the provisions of this Section, the teaching load (for an academic year) shall be twenty-four (24) semester hours during a twelve-month period commencing two days prior to registration for the Fall semester, normally divided into two (2) semesters, Fall and Spring, consisting of twelve (12) semester hours each, for all faculty, excluding New College, Library, and District 65/ District Counsel 37. (See Appendices A, B, C.)

Any modification to this distribution must receive prior approval of the Provost. In any case, no more than fifteen (15) semester hours nor less than nine (9) semester hours of base teaching load may be carried during the Fall and Spring semesters. January session teaching shall not apply to base load. No more than three (3) semester hours of teaching in the summer sessions can be applied to base load. However, the minimum full-time teaching load shall be six (6) semester hours of regular classroom teaching in both the Fall and Spring semesters (excluding released time and on-load equivalent of independent study courses, as defined by Article 6.6).

Faculty assignments will include the teaching of courses on campus, and off-campus assignments which are normally made with the consent of the faculty member involved.

6.3 A semester hour of teaching load will be defined as a semester credit hour for all faculty except for those teaching Physical Education activity courses, which will be determined on the basis of the load models.

6.4 Subject to Sections 6.5 and 6.6, base loads may be fulfilled by the following, in addition to standard course assignments: supervision of master's theses, doctoral dissertations, student teaching, readings and tutorial courses, University Without Walls courses, Special Projects, and such other assignments of this type as may be considered appropriate.

6.5 Faculty members without full teaching loads may owe up to three (3) semester hours per semester for up to one (1) year. This six (6) hour loan may be repaid during summer, intersession, or during the following year, provided it is agreed to by the faculty member involved, the department chairperson, and the dean. Otherwise the faculty member will be placed in a pool for other assignments within the University. Work assignments will be based on a formula of 1 credit hour for 3 hours of work per week for a full semester. An attempt will be made to provide faculty in the pool with appropriate assignments which meet the needs of the University and which can be justified on financial grounds. In any event, faculty in the pool must repay the loan within twelve months of the end of the semester in which the loan was taken, provided course assignments are available.

6.6 Compensation for individual study courses, which includes tutorials, honors projects, student teaching supervision, internship supervision, master's thesis supervision and doctoral dissertation supervision are described below. Compensation for the faculty who otherwise have full teaching load will be at the per capita payment rates listed, although faculty regularly involved in doctoral dissertation and doctoral internship supervision are normally required to teach three hours per semester of these activities as part of base load. Such faculty will be given priority for regular courses on overload. The method of compensation, whether on-load or as per capita payment, is subject to the approval of the department head and the Dean prior to the start of each semester.

Per Capita Payment Schedule:

a. Required graduate tutorial: $100 per student semester hour.

b. Required undergraduate tutorial: $80 per student semester hour.

c. Elective graduate tutorial: $100 per student semester hour for the first three student semester hours in a given course and $30 per student semester hour for each additional student semester hour above three in the same course.

d. Elective undergraduate tutorial: $80 per student semester hour for the first three student semester hours in a given course and $30 per student semester hour for each additional student semester hour above three in the same course.

e. Honors supervision: $100 per student semester hour for supervision of a student registered in a credit-bearing honors course.

f. Student teaching supervision: $80 per student semester hour, plus travel reimbursement in accordance with FPS 24.

g. Master's thesis supervision: $100 per student semester hour.

h. Master's and CAS and Ph.D. internship supervision: $80 per student semester hour, plus travel reimbursement in accordance with FPS 24.

i. Doctoral internship supervision: $120 per student semester hour. A faculty member will be limited to no more than twelve doctoral intern students per semester.

j. Doctoral dissertation supervision: $100 per student semester hour for registration in all 600 level courses with a minimum of $200 per dissertation other than those which are taught on-load as regular classes. Payment will be made each semester that the student registers for dissertation advisement. Each member of the dissertation committee other than the supervisor, up to a maximum of two (2) committee members will receive a stipend of fifty dollars ($50) each upon completion of the dissertation.

k. There will be no compensation, either per capita payment or on-load, for dissertation supervision beyond six (6) semesters. Adjustments in per capita stipend compensation for 1986-87 and 1987-88 will be at the same percentage as the increases for such years in full-time faculty compensation as provided in Article 8 herein.

On-Load Compensation Rates (subject to provisions in Article 6.2)

Student teaching	1/12*
Interns - predoctoral	1/12
Interns - doctoral	1/6
Master's thesis	1/9
Doctoral dissertation	1/5

* - means one teaching hour per 12 student semester hours.

No more than six teaching hours per semester of a full-time faculty member's base load may be satisfied through On-Load equivalents of individual study courses.

6.7 Overload payments shall be made when the number of semester hours taught exceeds twelve (12) in a semester, except where the faculty member owes semester hours of teaching. Overload can occur only in a department in which all available and qualified full-time faculty throughout the University teach full loads. Full-time faculty members may not teach more than four (4) credits on an overload basis each semester. Intersession and summer sessions will normally be paid as overload except as in Section 6.5 above.

6.8 The parties agree that faculty members should spend sufficient time on campus to carry out all their professional responsibilities effectively.

6.9 The parties agree that as part of their duties full-time faculty members are expected to:

(a) Engage in advisement of students and to attend department meetings and meetings of the school and college as well as University faculty meetings.

(b) Participate in various student-related activities, including, but not limited to: registration (assigned by department heads on a rotating basis), commencements involving their specific unit, and University-wide convocations.

6.10 The parties agree that as part of their duties faculty members must:

(a) Administer final examinations during the final examination period, and must follow the published time schedule. All exceptions to this rule for giving final examinations must be approved in writing by the department head.

(b) Submit grades within either seventy-two (72) hours or three University working days of the time the final examination is given.

6.11 Average class size will not be increased significantly, except in those courses with average class size below the University norm for courses of the type offered. The norms (to be established by consulting with department members and deans) will be based on the type of course (e.g., lecture, discussion, laboratory, etc.) and the level of the course. Teaching schedules and course assignments will be made reasonably and fairly.

6.12 The number of faculty lines (full-time equivalents) in each department will be determined by the appropriate dean in consultation with the chairperson and the DPC, subject to the approval of the Provost. The number of full-time equivalent lines will be based on projected enrollment in student semester hours, specific curriculum requirements of each department, and the number of sections required. Unresolved disagreements will be submitted to the University Appeal Board (UAB) for its recommendation to the Provost in accordance with Section 5.15.

6.13 The University will defend any faculty member who is made a defendant in any action or proceeding before any court or government agency involving the performance of his/her duties as such faculty member including, but not limited to, teaching duties, acting as a committee member or faculty officer, from and against any losses or liability arising out of such action, unless such faculty member shall be found to have been guilty of intentional misconduct, gross negligence, or to have acted in bad faith or outside the scope of his/her duties as a faculty member.

6.14 The parties agree that the University's commitment to academic excellence includes increased support of

full-time teaching faculty development, which shall be implemented as follows:

(1) The University will establish a fund to support faculty (i.e. bargaining unit members) development, as provided in paragraph 2, below, consisting of 120 semester hours in the 1985-86 academic year and 60 semester hours beginning in the 1986-87 academic year to be allocated as a credit against baseload obligation during spring and fall semesters or as compensation at overload rates during summer session.

(2) Among the academic activities to be funded are the following:

a. preparation of grant proposals for outside funding of scholarly activities;

b. work on program development;

c. unfunded scholarly research which shows promise of leading to a publication; and

d. any other project which shows promise of improving the academic activities or productivity of the faculty.

(3) In addition to the foregoing, the University may encourage increased productivity among faculty by assigning baseload credit for teaching classes of a size significantly in excess of the norm.

(4) Grants may be awarded during the fall, spring or summer sessions, depending upon the needs of the faculty member and University. Grants will be awarded by the Provost upon recommendation of chairpersons and Deans and, in cases covered by paragraph 2, by a select committee of three faculty members from each of the schools, colleges and divisions. The committee members will be selected by the Dean in consultation with the Executive Committee of the school or college. Specific criteria and procedures for this process shall be published by the Provost.

(5) Faculty members who receive grants under paragraph 2 shall submit a report of their projects

within three months after the conclusion of the grant. These reports shall be reviewed by the Provost and the appropriate select committee to determine the effectiveness of the work performed under the grant.

(6) Each year the Provost shall inform the faculty in writing regarding the number and nature of the grants issued under this provision and his/her assessment of their effectiveness.

(7) A faculty member who receives a grant hereunder normally will not carry overload during the semester in which the grant is provided.

6.15 During the 1985-86 academic year, the University will establish a Center for Scholarly Research and Academic Excellence designed to enhance and promote scholarly activity and teaching excellence. The Center will enable qualified full-time faculty to allocate part of their baseload to research and scholarly pursuits including activities that enhance teaching excellence. These faculty will receive a reduction in their baseload teaching obligation.

This released time each year will be awarded to faculty on the basis of an established standard of research productivity and teaching excellence appropriate to each department or discipline. Guidelines for these standards and procedures to select recipients will be established by a joint committee of the AAUP and the Administration. However, it is understood that the final determination of recipients pursuant to any procedures established will be made by the Provost upon recommendations from appropriate advisory bodies.

The Provost will sponsor seminars, workshops and conferences for Center members designed to promote their scholarly and research interests as well as to enhance teaching excellence. These activities will create an enriched academic environment.

The Center will provide at least 240 semester hours of released time per year beginning in the 1986-87 academic year. The faculty development fund as provided in Section 6.14 herein will be primarily for junior faculty.

6.16 During the second two years of the Agreement and the next ensuing year thereafter, the University will grant not less than fifty-two (52) scholarly leaves. During the first two years of such period, the University will attempt to grant seventeen scholarly leaves per year. During the last year of such period, the University will attempt to grant eighteen scholarly leaves. Any faculty member whose leave is deferred will be assured of an opportunity to take such leave in the ensuing year. Chairpersons who apply for a leave to be taken in a year subsequent to their resignation as chairperson or subsequent to the completion of their term as chairperson will follow the same application procedure as faculty members, and leave, if granted, will count against the scholarly leaves described in this article; the converse shall apply to faculty members who become administrators.

6.17 The Administration recognizes its commitment to use its best efforts to provide financial support for appropriate faculty research projects and travel expenses in connection therewith, provided it does not interfere with other duties. The amount of such financial support will be determined and allocated by the Administration after consultation with the appropriate committees.

ARTICLE 7: FRINGE BENEFITS

7.1 Except as modified by this Agreement, the current provisions specified in the FS and FPS for TIAA/CREF, medical benefits, life insurance, tuition remission and faculty children scholarships, and other benefits of a similar nature will be continued.

7.2 The University's Major Medical Plan will provide for an annual deductible of $100 per person or $200 per family. The co-insurance clause will provide 100% coverage of non-covered expenses in excess of $7,500. The University's Major Medical Plan will provide lifetime maximum benefits of $1,000,000. The University's Major Medical Plan will apply to all full-time members of the bargaining unit and covered dependents provided, however, that (i) all full-time members of the bargaining unit, employed as of May 1, 1974, and covered dependents covered by the H.S.I. plan prior to September 1, 1979 will continue to receive H.S.I. benefits for outpatient

visits for pre-existing (prior to September 1, 1979) mental or nervous disorders (maximum annual $1,000) and (ii) all full-time members of the bargaining unit and covered dependents who have commenced treatment for mental or nervous disorders prior to September 1, 1979 and were entitled to receive H.S.I. benefits will continue to be entitled to receive the H.S.I. benefits (outpatient and/or in-hospital) for continuation of coverage for those conditions (mental or nervous disorders) that existed prior to September 1, 1979.

7.3 The University's Major Medical Plan will provide benefits for both inpatient and outpatient treatment for nervous and mental disorders including alcoholism and drug addiction. Reimbursement for office visits will be at the rate of 80% of the fees up to a maximum of $25.00 per visit to an annual maximum of $1,000.

7.4 The University will contribute $35 per month toward basic Blue Cross/Blue Shield family coverage or other basic family coverage in effect for the bargaining unit.

7.5 A regular full-time faculty member who cannot fulfill his/her normal duties because of illness, accident or pregnancy shall be eligible for sick leave as provided in FPS #20.

7.6 On the request of a regular full-time faculty member with more than three (3) years of full-time service at the University, a leave of absence without pay shall be granted for up to one (1) year for the care of a newborn infant or adoption of a minor child. This leave shall not count towards tenure, nor shall such leaves be consecutive. During such leave, the faculty member may continue his or her fringe benefits at no cost to the University by reimbursing the University for the cost of such benefits. It is agreed that should the leave of absence be utilized by the faculty member for other equivalent employment, such leave may, upon reasonable notice, be terminated by the University and the faculty member will be required to resume his or her normal functions at the University or such other functions as the University may deem appropriate if it is impracticable for the faculty member to resume his or her normal functions.

7.7 Effective September 1, 1986, September 1, 1987, September 1, 1988, the University will contribute up to a total of $60,000 each year towards a contributory dental plan for participating faculty members. The dental plan will be selected by a joint AAUP-University committee.

7.8 The AAUP Fringe Benefits Committee and the University will continually seek improvements of medical and hospitalization benefits provided that such improvements will not increase the present total cost to the University for members of the bargaining unit.

7.9 The University will contribute to TIAA/CREF the following sums: (1) for full-time non-tenured faculty members 5% of the first $16,500 of base salary and 10% of the base salary in excess of $16,500; and (2) for full-time tenured faculty 7.5% of the first $16,500 of base salary and 12.5% of the base salary in excess of $16,500. The University's contribution rate to TIAA/CREF will not be affected by increases in Social Security contribution rates.

7.10 After 15 years of consecutive participation in the Hofstra TIAA/CREF retirement program, Hofstra will contribute an additional sum equal to 2.5% of base salary. After 20 years of consecutive participation in the Hofstra TIAA/CREF retirement program, the additional contribution rate will be increased to 5% of base salary. No faculty member will receive less in Hofstra contributions under this provision than such faculty member received under the immediately prior collective bargaining agreement.

7.11 The University will offer alternatives to TIAA/CREF for retirement fund purposes. Faculty members have the opportunity to select whether the University's full contribution will be invested in the TIAA/CREF fund or in an alternative program. There shall be no splitting of the contribution among programs. The procedures applicable to such programs shall be specified in the Memorandum of Agreement attached to this Agreement.

7.12 An adjunct faculty member (as defined in Section 2.2) on the qualified list may be granted unpaid general leave up to one (1) year, provided he/she has been offered course(s) for the first semester incorporated by the leave of absence. The period of

leave shall not count as a period of service, but upon resumption of teaching the adjunct faculty member shall be credited with all service accrued prior to the leave of absence. Approval of a leave of absence shall follow the same procedures as provided for approval of general leave applications for full-time faculty.

7.13 An adjunct faculty member may participate in the University health insurance and life insurance plans, provided that he/she pays all of the necessary premiums and satisfies all requirements of the insurance carriers and only to the extent permitted by the University's insurance carriers. These benefits will be available only if there is no additional cost to the University from the insurance carriers or insurance administrators.

7.14

(a) Regular full-time faculty may enroll in undergraduate or graduate courses at the University for two (2) courses per semester not to exceed eight (8) credits per regular semester and one (1) course each summer session not to exceed four (4) credits with full tuition remission. One (1) course during the January session may be substituted for one (1) summer session. After one year of continuous employment, spouses of full-time faculty members may be entitled to receive the same tuition remission benefits as full-time faculty members. This benefit does not include courses in doctoral programs, courses in the Law School, or tutorial or independent study courses for which faculty are compensated on a per capita basis.

(b) After four years of continuous employment by a full-time faculty member, dependent children of such full-time faculty member are entitled to full tuition remission provided such dependent child is enrolled as a full-time undergraduate student in support of a baccalaureate degree. Dependent children of full-time faculty members employed for one year but less than two years are entitled to 25% tuition remission; dependent children of full-time faculty members employed for two years but less than three years are entitled to 50% tuition remission; dependent children of full-time faculty members employed for three years but less than four years are entitled to 75% tuition remission.

(c) Should a full-time faculty member die, retire or become disabled while still in the employ of the University, remission of tuition will be granted to dependent children and/or spouse who are eligible to enroll in an undergraduate program to the extent that such faculty member's children and/or spouse were entitled to such benefits at the time of the faculty member's death, retirement or disability.

(d) After completing four (4) regular semesters of service, one (1) course per semester of free tuition will be available to a currently employed adjunct faculty member for his/her spouse or child. After completing ten (10) regular semesters of service, this benefit will be increased to two (2) courses per semester. This benefit does not include courses in doctoral programs, courses in the Law School, tutorial or independent study courses for which the faculty are compensated on a per capita basis, or graduate courses in the case of children. In order to receive such benefit, such adjunct faculty member must meet the requirement for eligibility under the collective bargaining agreement contained in Section 2.2 herein.

(e) Dependent children of full-time faculty members who are enrolled as full-time undergraduate students at Adelphi University pursuing a baccalaureate degree will receive tuition remission on the same basis as though they were attending Hofstra University. Spouses of full-time faculty members who meet the necessary academic requirements may enroll at Adelphi University in two (2) undergraduate and/or graduate courses per semester and one (1) course each summer session without the payment of tuition. Full-time faculty members may enroll in one course at Adelphi University per semester. Tuition remission will not be given for doctoral programs, programs with the Adelphi School of Nursing and Adelphi School of Social Work, Able Program and those courses which fall in the category of tutorials, master's theses and honors for which there is a one-to-one relationship with the faculty member. The Hofstra/Adelphi exchange program may be terminated by Hofstra University or Adelphi University at the end of any semester without notice.

7.15 The University will participate in the Tuition Exchange Program providing for full tuition scholarships at participating institutions for four (4)

children of full-time members of the bargaining unit. This program will be suspended when the net negative (net debit units) semester units reach a maximum of twenty-four (24) student semester units and will be reinstated when the net debit units are less than twenty-four (24). Further, it is agreed that should the net credit units in this program reach twenty-four (24) student semester units, the University will provide for full tuition scholarship at participating institutions in the Tuition Exchange Program for one additional child of a full-time member of the bargaining unit.

7.16 Normal retirement will begin at the end of the fiscal year (September 1-August 31) in which the individual reaches the age of 65. Mandatory retirement shall begin at the end of the fiscal year (September 1-August 31) in which the individual reaches the age of 70. No TIAA/CREF contributions will be made by the University on behalf of a faculty member who is employed beyond age 65. In addition, a faculty member employed beyond age 65 will receive medical and life insurance benefits as outlined in Faculty Policy Series 28.

7.17 After twenty (20) years of service at Hofstra and reaching age sixty (60), a person may choose a reduction in teaching load up to mandatory retirement age, except where the Provost reasonably determines that the needs of the department or college dictate otherwise, which determination and reasons therefor shall be provided in writing. This involves teaching fewer than twelve (12) hours per semester at a prorated salary. Such faculty member will receive full fringe benefits, including TIAA/CREF (based on prorated salary) up to age sixty-five (65) and the benefits noted in Section 7.15 beyond age 65.

7.18 Early retirement benefits are available to full-time faculty with ten years of full-time continuous service at Hofstra and who have reached age 60. Election for such benefits must be made in writing by the faculty member at least six (6) months prior to the start of the semester in which the faculty member will first be on retirement, except for cases in which there has been a significant change in the faculty member's, or his/her immediate family's, health causing the election for early retirement benefits.

7.19 The group life insurance schedule for the early retiree will remain the same as before retirement to age 65 and be reduced to $5,000 of coverage at age 65 and further reduced to $2,500 at age 70, with the University paying the full premium.

7.20 A full-time faculty member who elects early retirement will remain in the Hospital-Medical and Major Medical plans on the same basis as before retirement until he/she attains age 65, at which time the Hospital-Medical plan becomes supplemental to Medicare.

7.21

(a) Voluntary Early Retirement will be available to all full-time faculty members between the ages of 60 to 64 inclusive who, at the time of commencement of payments hereunder, will have met the requirements of Section 7.18. Amounts provided under this plan will be as follows:

Retirement Age	10 through 19 years	20 years or over
60	100%	125%
61	90%	110%
62	80%	90%
63	65%	70%
64	50%	50%

All amounts are a percentage of his/her last academic year's base salary. Such amounts will be paid either (a) in equal monthly installments, commencing at the beginning of the academic year in which such early retirement commences and continuing until the end of the academic year in which the faculty member reaches age 65 or (b) in a lump sum, subject to the discounts set forth below.

(b) Discounted lump sum payments shall be as follows:

Age	Discounted lump sum payment
60	80%
61	84%
62	88%
63	92%
64	96%

The percentage for lump sum payments shall be a percentage of the amount indicated in the table contained in Section 7.21(a).

(c) A faculty member may elect to have part or all of the installment (or lump sum) payment deposited into his/her TIAA/CREF account.

(d) In the event of death prior to age 65, the remaining unpaid amounts will be paid in a lump sum without discount to the estate of the faculty member. There will be no Social Security deductions or University contributions to TIAA/CREF applicable to these payments.

7.22 All regular full-time faculty members who are employed by the University for twenty years or more and retire between the ages of 65 and 67 shall be eligible for a retirement bonus based upon a percentage of their last academic year's base salary as specified herein. This bonus shall be in addition to any other retirement bonus provided for in FPS 28. Those faculty members who retire at age 65 with twenty or more years of service shall receive a retirement bonus of thirty-five percent (35%) of their last academic year's base salary. Those faculty members who are age 66 at the time of retirement and are employed by the University for twenty years or more shall receive a retirement bonus of twenty-five percent (25%) of their last academic year's base salary. Those faculty members who retire at age 67 with twenty or more years of service with the University shall receive a retirement bonus of fifteen percent (15%) of their last academic year's base salary.

ARTICLE 8: COMPENSATION

8.1 Effective September 1, 1985, all continuing full-time members of the bargaining unit will receive a wage increase in their base salary of 7½%. Effective September 1, 1986, all continuing full-time members of the bargaining unit will receive a wage increase in their base salary of 6%. Effective September 1, 1987, all continuing full-time members of the bargaining unit will receive a wage increase in their base salary of 6%.

8.2 Effective September 1, 1985, all continuing adjunct faculty members of the bargaining unit will receive a wage adjustment of 7½%. Effective September 1, 1986, all continuing adjunct faculty members of the bargaining unit will receive a wage adjustment of 6%. Effective September 1, 1987, all continuing adjunct faculty members of the bargaining unit will receive a wage adjustment of 6%. For the purpose of this section, continuing adjunct faculty will mean adjunct faculty who are members of the bargaining unit under Section 2.2 of this Collective Bargaining Agreement, and shall have taught at least one course during the immediately preceding academic year in which the increase applies, unless such adjunct did not teach in the preceding academic year because such adjunct was (a) on leave during that year as provided in Section 7.12 of this Agreement or (b) was not offered the opportunity to teach during that year.

8.3 Effective September 1, 1985, all continuing full-time members of the bargaining unit will receive a longevity increase based on $50 for each year of service at Hofstra University up to a maximum of $1,000 (or 20 years of service). Such increase shall be added to their base salary.

8.4 Effective September 1, 1986, all continuing full-time members of the bargaining unit will receive a second longevity increase to their base salary of $500. Such increases shall be added to their base salary.

8.5 All regular adjunct faculty members will receive a longevity wage adjustment of five percent (5%) in the semester following his/her tenth semester of employment by the University. All regular adjunct faculty members shall receive an additional longevity wage adjustment of five percent (5%) following his/her twentieth semester of employment by the University.

8.6 Effective September 1, 1985, the minimum base rates of pay for full-time and adjunct faculty members of the bargaining unit will be as follows:

A - Full-Time:

Instructor	$17,000
Assistant Professor	19,000
Associate Professor	22,000
Professor	25,000

B - Adjunct:

Adjunct Instructor	$380 per s.h.
Adjunct Asst. Professor	420 per s.h.
Adjunct Assoc. Professor	460 per s.h.
Adjunct Professor	500 per s.h.

8.7 The overload rates for full-time faculty members of the bargaining unit will be increased by the same percentage as the increase for continuing adjunct faculty effective on September 1, 1985, September 1, 1986 and September 1, 1987. For the purpose of calculating the above, the overload rates for 1984/1985 are:

Instructor	$426 per s.h.
Asst. Professor	461 per s.h.
Assoc. Professor	496 per s.h.
Professor	532 per s.h.

ARTICLE 9: REDUCTION OF FACULTY AS A CONSEQUENCE OF CURRICULAR CURTAILMENT OR FINANCIAL EXIGENCY

9.1 This Article specifies the means by which the University may effect a reduction in the number of full-time faculty for reasons of declining enrollment, curricular curtailment, course elimination, or financial factors within the affected academic unit, including the failure to reappoint probationary faculty for any of the above stated reasons; or for financial exigency of the University.

9.2 When there is a demonstrable need to terminate faculty, as specified above, the Administration, in consultation with the departments involved, will pursue alternatives that will allow such faculty to remain employed at the University. Specific meas-

ures taken may include, but will not be limited to, each of the following:

(a) Provide an opportunity for full-time and adjunct faculty to apply for vacant teaching positions for which they are qualified, in other areas of the University.

(b) Provide an opportunity for full-time faculty to complete full-time teaching loads in another area of the University in which they are qualified.

(c) Provide an opportunity for full-time faculty without full-time teaching loads to apply for part-time, non-teaching or administrative duties where vacancies exist in order to complete full-time work loads, provided that they are qualified for such positions.

(d) Other options which may be considered are:

(1) Joint teaching assignments at other institutions while retaining tenure, seniority and fringe benefits.

(2) Faculty with inadequate qualifications to teach in another area may be retrained up to a maximum of one semester during the terminal year, and continued during such period on base salary on a reduced load basis during the retraining period with no charge for courses taken at Hofstra and with fringe benefits continued.

(3) Transfer to vacant non-teaching positions for which he/she is qualified.

(4) Offer of reduced load on a prorated basis without loss of tenure and such fringe benefits as are permitted under existing contracts with insurance carriers.

(5) Early retirement. (See Sections 7.17-7.21.)

9.3 All of the options referred to above must be agreed to by both the Administration and the faculty member involved.

9.4 Reduction of faculty in a given department shall be accomplished on the following bases (references to service indicate service at Hofstra only):

(a) Eliminate faculty overload within the department where there are faculty without full work loads who are qualified to teach such overload courses.

(b) Eliminate teaching duties by administrators in the affected department unless it can be demonstrated that the administrator's teaching does not contribute to the termination of the full-time or adjunct member nor reduce the normal load of an adjunct member.

(c) Terminate teaching assistants and teaching interns who have full responsibility for courses within the affected department.

(d) If the department or program (e.g., District 65/District Council 37, or any other similar program not historically within any department) has more than 20% of its sections taught by adjunct faculty, reduction will next take place among adjunct faculty in the affected department or program according to seniority, provided that the senior faculty member is qualified to teach the courses in question, until adjunct faculty are covering no more than 20% of the scheduled sections in that department or program. For purposes of this Section 9.4(d) seniority will be determined on the basis of total number of semesters taught at Hofstra, but not in excess of 2 per year. Semesters taught prior to any period of two years in which no teaching took place shall not count towards seniority. Consistent with departmental or program needs, any reduction in an adjunct faculty member's load must be restored before a less senior adjunct is rehired or a new adjunct faculty member is hired.

(e) If the department or program has 20% or fewer of its courses taught by adjunct faculty, or 20% has been reached under Section 9.4(d), reduction will next take place among non-tenured, full-time faculty according to seniority within such group in the affected department or program provided that the senior faculty member is

qualified to teach the courses in question. In no event will such reduction of non-tenured full-time faculty result in 20% or more of the sections in the department or program being taught by adjunct faculty.

(f) Reduction will next take place among the remaining adjunct faculty in the department on the basis of seniority.

(g) Reduction will next take place among tenured, full-time faculty members according to seniority in the department affected, provided the senior member is qualified to teach the courses in question.

(h) Where a faculty member has taught in more than one (1) department or served the University in other capacities, his/her seniority for purposes of this Article shall be based upon the cumulative total of years at Hofstra. If two (2) or more departments are combined, seniority will be based on the cumulative total of years at Hofstra. The 20% relationship provided in this Section 9.4 shall not be construed to apply to any context other than seniority for the purposes stated in this section.

9.5 In no case may a tenured full-time faculty member be released hereunder, if there are twelve (12) semester hours of unassigned courses for each of both semesters that he/she is qualified to teach in any department.

9.6 The initial recommendations hereunder regarding the qualifications of the individual will be made independently by both the chairperson and the DPC and will be treated as non-reappointment for the purpose of review under the Article 5 procedure.

9.7 Any proposal by the Administration to reduce the size of the faculty as set forth above will be submitted in writing to the AAUP and to the department directly affected as soon as possible after the proposal is formulated, but not later than one month prior to the issuance of any notices of termination under Section 9.9 (excluding members with two (2) years or less of service at Hofstra). The proposal will contain: the number of proposed reductions identified by program, department, or college; the

timetable; and a brief statement of justification and ramifications.

9.8 Within two weeks of receipt of such a proposal, the AAUP will make recommendations to the President. The President and, where appropriate, the Board of Trustees, will give great weight to the recommendations of the AAUP. If there is disagreement between the AAUP and the President, the President will submit a detailed statement of reasons in writing to the AAUP within two (2) weeks of the AAUP's response. If there is still disagreement, the proposal will be submitted to the UAB, which will make its recommendation in accordance with Section 5.16.

9.9 Full-time faculty members with more than two (2) years of consecutive service at Hofstra University will be given notice of termination not later than October 31 and the termination will be effective twelve (12) months thereafter.

(a) Faculty members who receive notice of termination and who do not have a full teaching load during the one-year notice period will be placed in a "hold-for-assignment pool." They will be required to be on campus on a full-time basis and available for assignment as needed. Where full-time administrative positions are vacant, efforts will be made to fill these positions with qualified faculty in the pool.

(b) Tenured faculty who are terminated under this Article will be recalled by the University according to seniority for a period of up to five (5) years after the effective date of termination in the event that the University is able to provide a full work load for which the faculty member is qualified.

(c) Non-tenured faculty who are terminated under this Article will be recalled by the University according to seniority for a period of up to three (3) years after the effective date of termination in the event that the University is able to provide a full work load for which the faculty member is qualified.

(d) Notwithstanding anything to the contrary contained herein, in the event that changing teaching requirements of the departments call

for additional sections, qualified terminated faculty will be offered teaching assignments in order of seniority. Should the full-time faculty who were terminated in the department or program decline the assignment, it may be offered first to a qualified adjunct faculty member, next to a qualified administrator, and finally to a qualified full-time faculty member as overload.

9.10 Non-tenured full-time faculty members without teaching assignments in the hold-for-assignment pool who have received notice of termination and who elect to resign within thirty (30) days of receipt of such notice will be given severance pay of one month's salary for each year of full-time service at Hofstra with a minimum of three and a maximum of six months' severance pay.

9.11 After the effective date of termination of a tenured faculty member under this Article, he/she will receive one-half month's salary for each year of non-tenured service at Hofstra and one month's salary for each year of tenured service at Hofstra, with a maximum of twelve (12) months' severance pay. Those faculty members with over 20 years of service at Hofstra will receive eighteen (18) months' salary as severance pay. This provision will be in lieu of the allowance under Section 7.21.

9.12 Payments under Sections 9.10 and 9.11 may be made on a monthly basis, the number of months to be agreed to by the faculty member and the Administration.

9.13 Recalled tenured faculty members will have tenure and rank continued but will not have the period of layoff counted in total years of service for purposes of seniority. Recalled non-tenured faculty will have rank continued but will not have the period of layoff counted in total years of service for purposes of satisfying the probationary period for tenure or for purposes of seniority.

9.14 A terminated faculty member who is offered recall must respond to the offer in writing within twenty (20) days, or else lose any recall rights. If the semester starts within sixty (60) days of such notice, the faculty member who has responded within the required twenty (20) days will have the option to return for the semester after the one scheduled

to begin within sixty (60) days of such notice, provided courses are still available, and the University will have the right to hire adjunct faculty until his/her return.

9.15 Any faculty member who is recalled under this Article will have all rights restored as provided by the FS and FPS.

9.16 Financial exigency will be declared when it appears that there will be an inability of the University to meet its financial commitments in any fiscal year. The reduction of faculty, as a consequence of bona fide financial exigency, will be accomplished as soon as possible after the official declaration in accordance with procedures set forth in this article.

9.17 Prior to the reduction of faculty because of bona fide financial exigency, the Administration will consult with the appropriate academic constituencies, including the AAUP, and take steps to attempt to curtail costs in other areas, such as the indirect costs of sustaining non-academic and academic programs. Also, consideration will be given to the reduction in the number of administrative and support lines and the filling of academic and administrative vacancies with qualified members of the Hofstra faculty. Attempts will continue to be made to increase revenue by all feasible means.

9.18 In the event of any application of this Article 9, the parties shall work together to provide affected faculty with access to outplacement counseling.

ARTICLE 10: NO STRIKE, WORK STOPPAGE OR LOCKOUT

10.1 The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the University program. The AAUP, its officers, agents, affiliates, and faculty covered by this Agreement agree that during the term of this Agreement they will not instigate, engage in, encourage, or condone any strike, work stoppage, or other acts that interfere with the University's operations.

10.2 The University agrees that during the term of this Agreement it will not lock out any or all of the faculty members covered by this Agreement.

ARTICLE 11: GRIEVANCE AND ARBITRATION PROCEDURE

11.1

(a) Purpose - The purpose of this Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances as defined herein.

(b) Definition - A grievance is an allegation by either the AAUP or the University that there has been a breach, misinterpretation or improper application of the terms of this Agreement. The grievance and arbitration procedures provided for herein will not include any complaints relating to appointment, reappointment, promotion, tenure or annual evaluation which are dealt with by the UAB. It will include any complaints alleging that in a promotion or tenure matter, the Board of Trustees and/or the President: (i) have acted in an arbitrary or capricious manner; (ii) have failed to apply written criteria of the University; provided, however, that the merits of the judgment will not be subject to arbitration hereunder; or (iii) have violated procedural due process under this Agreement. In cases (ii) and (iii), the arbitrator's authority will be limited to remanding the matter for compliance with procedural due process under this Agreement and/or compliance with the written criteria of the University. The arbitrator may extend the term of an appointment to permit compliance but any such extension will not result in de facto tenure.

11.2

(a) Grievance Procedure - Grievances may be filed by the AAUP on behalf of any member or group of members, or by the University. A written grievance must be filed with the Provost within thirty (30) days after the event or facts giving rise to the grievance become known to the grieving party. In addition, grievances must be filed within four (4) months of the occurrence of the facts giving rise to the grievance, except that there will be no such limitation regarding a claim that the University miscalculated the salary payable to a faculty member.

(b) Any grievance brought by a faculty member, or the AAUP on behalf of such faculty member, complaining about any evaluation, will be discussed between the faculty member involved and the dean. If the grievance is not satisfactorily resolved by the dean, the faculty member may appeal to the UAB.

(c) Step One - Conferences will be held in an effort to settle the grievance at the departmental level between the University's representative, the faculty member or members involved and a representative of the AAUP. Such conferences will take place within seven (7) calendar days after the grievance is filed. If the grievance is not settled at Step One, the University's representative will, within seven (7) calendar days after the last conference, deliver a signed statement of his/her position to the AAUP and the faculty member or members involved.

(d) Step Two - The Step One response may be appealed by filing a written notice of appeal with the dean of the affected college or school within seven (7) calendar days after receipt of the written Step One response. The dean will, within seven (7) calendar days after receipt of the notice of appeal, confer with the AAUP representative, the faculty member or members involved and any other persons with knowledge of the facts, including the appropriate department chairperson, in an effort to resolve the grievance. If the grievance is not settled at Step Two, the dean will, within seven (7) calendar days after the last conference, deliver a signed statement of the University's position to the AAUP and the affected faculty member or members.

(e) Step Three - The Step Two response may be appealed by filing a written notice of appeal with the Provost within seven (7) calendar days after receipt of the written Step Two response. The Provost will, within seven (7) calendar days after receipt of the notice of appeal, confer with the AAUP representative, the faculty member or members involved and any other persons with knowledge of the facts, in an effort to resolve the grievance. If the grievance is not settled at Step Three, the Provost will, within seven (7) calendar days after the last conference, deliver a signed statement of the University's final position to the AAUP and the faculty member or members involved.

(f) Step Four - If the grievance is not resolved at Step Three within ninety (90) days of the determination made at Step Three, either party may commence an arbitration proceeding before the American Arbitration Association in accordance with its voluntary Labor Rules then in effect, by serving the other party with a written notice of intention to arbitrate. All costs of such arbitration, exclusive of counsel and witness fees, will be shared by the parties. There will be no outside arbitration with regard to issues arising in connection with appointment, reappointment, promotion, tenure or annual evaluations (except as provided in Section 11.1(b) hereof), which matters will be resolved in accordance with procedures provided for under Article 5 of this Agreement.

(g) All time limitations provided for in the preceding four (4) steps may be extended by mutual agreement of the parties.

(h) In the event that either party alleges a violation of Article 10 ("NO STRIKE, WORK STOPPAGE, OR LOCKOUT"), such party may waive Steps 1 through 3 and proceed immediately to arbitration before the American Arbitration Association.

ARTICLE 12: MERGER OR ACQUISITION

In the event that Hofstra University merges with or acquires any other educational institution or portion thereof, the faculty members of such educational institution who become employed by the University automatically will become part of the bargaining unit set forth hereinabove in Section 2.2, provided that such faculty members are not then represented by another labor organization and further provided that the inclusion of such faculty members in this bargaining unit does not violate the law as it may be constituted.

ARTICLE 13: RELEASED TIME

Released time will be apportioned as follows:

(a) Four (4) credit hours of released time will be allocated to the AAUP to be apportioned in such proportions as it shall deem appropriate;

(b) Six (6) credit hours per year of released time, normally at the rate of three (3) semester hours per semester will be allocated to the President of the AAUP;

(c) Three (3) credit hours per year of released time will be allocated to the Chairperson of each of the five (5) Faculty Personnel Boards; and

(d) Six (6) credit hours per year of released time will be allocated to the full-time faculty members who serve on the UAB.

ARTICLE 14: UNION SECURITY AND CHECK-OFF

14.1 The AAUP and the University agree that any full-time member of the collective bargaining unit must pay such dues and assessments as are from time to time authorized and collected from the membership of the AAUP.

14.2 A member of the collective bargaining unit may request exemption by right of conscience from the payment of chapter dues and assessments by filing a written affidavit giving reasons for such objection to any participation in or support of collective bargaining activities on behalf of the Hofstra Chapter of the AAUP. Such affidavit will be filed with the President of the University and the President of the AAUP and will thereby exempt the collective bargaining unit member from the "Dues" provisions of this Agreement. Any such exempt person will be expected to contribute a sum equal to the dues to any campus use such as scholarships and library, but not to be used to modify salaries. These monies will be distributed by the Administration.

14.3 The AAUP will submit to the Administration signed voluntary check-off authorization cards. Thereafter, the University will deduct dues in twenty-four (24) equal installments from the faculty paychecks commencing September 1 of each year; if authorization is received after September 1, the dues will be deducted in equal installments in the remaining pay periods of the fiscal year. The University will remit the receipts to the AAUP within thirty (30) days after deduction.

14.4 Adjunct members of the collective bargaining unit are exempt from this clause. Their dues and assessments will be paid directly to the Treasurer of the AAUP.

ARTICLE 15: SEPARABILITY

In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement will remain in full force and effect.

ARTICLE 16: INTEREST SUCCESSION

All the terms and conditions of this Agreement will be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

ARTICLE 17: NON-DISCRIMINATION CLAUSE

Neither party will discriminate against any faculty member because of race, creed, color, national origin, physical disability, age, sex, marital status, or union activity.

ARTICLE 18: PERSONNEL FILES

18.1 Except as otherwise provided, a faculty member will be entitled to review his/her personnel files from time to time, upon reasonable notice to and under the supervision of the Provost or other person or committee maintaining such files and will have the right to include such additional information in his/her file as he/she considers necessary or desirable.

18.2 Confidential communications included in a faculty member's personnel file will be identified and treated as confidential and the faculty member involved will not be permitted to review such information unless such confidentiality is waived by the originator of such confidential communication. Upon

request, the substance of the communication will be forwarded to the faculty member involved when, in the opinion of the Provost or other person or committee maintaining such files, the identity of the originator of such confidential communication will not be revealed. The faculty member involved will have the opportunity to respond in writing and will be permitted to include such response in his/her official file. Any confidential material added to the file on or after February 1, 1977 must be stamped CONFIDENTIAL and the substance of such material will be provided to the faculty member involved upon request.

ARTICLE 19: AFFIRMATIVE ACTION COMMITTEE

The President of the University will appoint an Affirmative Action Officer from among candidates (at least 2) recommended to her/him after a search by the then current Affirmative Action Committee. This Officer will serve on at least a half-time basis with staff support. The Affirmative Action Committee shall include: (a) one (1) member elected by each of the following constituencies: Faculty, Chairpersons, Administration, Staff, and Students; and (b) to ensure appropriate representation of minorities, women, and the handicapped, members at large may be selected by the Affirmative Action Committee, subject to the approval of the President of the University. The JSC will have the authority to alter the composition of this Committee. The duties of the Affirmative Action Committee will be to:

(1) Review and suggest revisions to the current Affirmative Action Plan for the University. The plan will be consistent with current Federal regulations, including Title IX.

(2) Conduct an ongoing review of Affirmative Action and compliance with Federal regulations on campus.

(3) Supply the faculty with an annual written report of its findings.

(4) Develop recommendations for affirmative action programs and projects.

(5) Advise the President and the Affirmative Action Officer with respect to the foregoing.

ARTICLE 20: AFFIRMATION OF FULL DISCLOSURE

20.1 The Administration agrees that it will provide the AAUP with the Treasurer's Annual Financial Statement, the Auditor's Certified Annual Report, the Approved Budget of the University (promptly after approval by the Board of Trustees), the University's Monthly Budget Reports and the Income and Direct Expenditure Report for each of the departments and schools. A sample monthly budget report and a sample income and expenditure report have been initialled by the parties.

20.2 For members of the bargaining unit, the Administration will provide salaries, personnel changes, prospective personnel changes (appointment, reappointment, promotion, tenure, retirement, leaves), along with timetables for implementation of such prospective personnel changes. It will also inform the AAUP in writing of any modifications of policies that will directly or indirectly affect the faculty, and of any increases in aggregate salary for any faculty constituency. The material which the administration is required to provide to the AAUP hereunder shall include but not be limited to the following:

(a) Upon mailing an appointment letter to a new full-time faculty member, or an assignment letter to an adjunct faculty member, the Administration shall provide the AAUP with same, which will include the name, mailing address, rank, base salary, effective date, and length of appointment of such new faculty member.

(b) Within 60 days after the start of each semester, the Administration shall provide the AAUP with a list of all full-time faculty members appointed for such semester, including the name, mailing address, and compensation.

(c) Within 30 days after the fact, the AAUP will receive copies of notices sent to full-time faculty members that his/her appointment has been terminated at Hofstra for any reason what-

soever, including retirement, disability, or death.

(d) The Administration shall forward to the AAUP copies of all termination notices of full-time faculty members at the same time such notices are sent to the faculty member.

ARTICLE 21: PAST PRACTICES

All well-established practices which benefit at least five (5) members of the bargaining unit in a significant manner will be maintained, unless modified by this Agreement or by mutual consent. For cases involving fewer than five (5) faculty members, the Joint Standing Committee will meet to resolve the problem.

ARTICLE 22: DEPARTMENT CHAIRPERSONS

22.1 All chairpersons, as of the effective date of this Agreement, will serve for the balance of their present terms. Upon the expiration of their current term as chairpersons, the procedures set forth hereafter will be invoked to fill such vacancies.

22.2 In departments needing to choose a chairperson, the procedures to be followed will be either those specified in FPS 13 and 14 or a different procedure approved by the department for proposing candidates. Should the department choose to adopt a procedure other than FPS 13 and 14, the department will first meet with the dean to explore with him/her the procedure it contemplates. The standard by which the department will determine upon a procedure will be the protection of both the department's rights to consultation and the dean's right to choose after having received the advice of the department members, while advancing the harmony and other best interests of the department, the school and the University. After the adopted procedure for recommendation of candidates by department members has been completed, the dean will recommend his/her choice to the Provost, subject to the approval of the President and the Board of Trustees.

22.3 Chairpersons will normally serve for not more than two consecutive three-year terms.

22.4 Chairpersons will be evaluated annually according to the procedures established by the University Senate.

22.5 In the event either that two-thirds of the membership of a department petition the dean for removal of a chairperson or that the dean requests such removal, which petition or request shall state good cause, the dean will meet with the department for explanation and exchange of views. If the petition or request is not thereupon withdrawn, the position will be deemed vacant and the procedure set forth above for filling a vacancy will be employed.

ARTICLE 23: ADJUNCT FACULTY AND SPECIAL FACULTY STATUS

23.1 Adjunct Faculty shall be designated as Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, and Adjunct Professor. The criteria for such adjunct faculty ranks shall be as set forth in the applicable Faculty Policy Series, as amended on or about November 15, 1982.

23.2 The title Special will designate any full-time faculty appointment for less than the appropriate time period designated by the Faculty Statutes (i.e., Special Instructor, Special Assistant Professor, Special Associate Professor, Special Professor).

23.3 Instructors who normally receive a one-year contract will be designated "Special" when they receive a one semester contract.

23.4 All ranks of the professoriate who would normally receive a two-year contract will be termed "Special" whenever the contract will be less than two years.

ARTICLE 24: DURATION AND EFFECTIVE DATE

24.1 This Agreement will be effective as of the first day of September, 1985 and will expire on the thirty-first day of August, 1988.

24.2 The parties will commence negotiations toward a new Collective Bargaining Agreement during the Spring semester of 1988.

HOFSTRA UNIVERSITY	HOFSTRA UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
BY:	BY:
James M. Shuart, President	Corinne Prover, President Hofstra Chapter, A.A.U.P.
NEGOTIATING COMMITTEE	NEGOTIATING COMMITTEE
Sanford Hammer	Richard O'Brien, Vice President
Anthony T. Procelli	Michael D'Innocenzo
Herman A. Berliner	Vincent Jennings
Robert C. Vogt	Joyce Payne
Karen Kennedy	Ruth Progozy
Sylvia Giallombarelo	John Ullmann
Julia Vane	

APPENDIX A

NEW COLLEGE

The responsibilities of the New College faculty being unique, the items below relate only to the New College Faculty.

I. Teaching Load

Members of the New College faculty who are full-time for an entire academic year and assigned the teaching load described below will be called "Teaching Fellows."

The instructional load for the academic year for New College Teaching Fellows will be as follows: 20 semester credit hours of classroom instruction, plus the supervision of 16 Individual Projects of 3 or 4 semester hours each during the two regular semesters or their equivalents as listed below and as determined by the New College (Departmental) Personnel Committee, based upon other sections in this Collective Bargaining Agreement and past practices at New College consistent with this Collective Bargaining Agreement and the Statutes of the University:

--seminars (including Special Seminars);

--Off-Campus Education Projects;

--University Without Walls modes (including Contracts, credits-by-examination, and assessments of prior learning);

--New College Master of Arts Program components (including Initial Studies, Contracts, Master's Theses);

--other equivalent faculty services.

The New College calendar contains 30 teaching weeks in the two regular semesters, plus five weeks of advisement, orientation, evaluation, and development. New College classes meet four days a week, generally between 9:00 a.m. and 5:00 p.m. Other class times for other New College programs are determined by program needs and faculty teaching load obligations. During these 35 weeks, the Teaching Fellows will be available for classroom teaching, Individual Projects supervision, the supervision of *Student Initiated Projects,* advisement, and activities peculiar to New College Programs.

II. Teaching Fellow Compensation

Compensation for New College Teaching Fellows will be as follows: base salary supplemented by a percentage of 10% of base salary to cover the longer academic year, longer teaching week, and diversity

of teaching responsibilities. Annual salary increments will be added to the base salary before computation of the 10% New College Teaching Fellow salary supplement.

Overload compensation for Teaching Fellows will be in accord with other provisions of this Agreement and will be consistent with the overload compensation of other full-time members of the University's faculty included in this Agreement, and also consistent with past practices at New College, as accepted by the New College Personnel Committee.

III. Appointment of New College Teaching Fellows

The appointment of a University faculty member as a Teaching Fellow is annual and may be renewed on an annual basis. Teaching Fellows carry University faculty ranks and have contracts as University faculty consistent with this Agreement and the Statutes of the University.

Faculty new to the University appointed as Teaching Fellows will have their initial appointment made cooperatively through the participation of an appropriate departmental personnel committee. Subsequent personnel decisions will be made cooperatively and in a manner consistent with other provisions of this

Agreement, the Statutes of the University, the policies of the New College Personnel Committee, and past practices affecting New College faculty in accord with this Agreement, the Statutes of the University and the policies of the New College Personnel Committee.

APPENDIX B

LIBRARY

I. Full-time Library faculty required to work "staggered" schedules should be guaranteed the following limitations on their work schedule, except for emergencies or for substituting for persons ill or on vacations:

(a) Saturday duty no more often than once per month.

(b) Saturday duty only during Spring and Fall semester.

(c) No Saturday duty during summer session, intersessions, or vacation periods.

(d) No Sunday duty.

(e) Evening duty no more often than once a week. (Evening duty defined as any hours between 6 and 10 p.m.)

(f) Evening duty only during class and examination periods.

II. Work Schedule: a 35-hour week during the school year and a 32½ hour week during the summer months. Released time: for Library faculty on official University assignments, computed as 8 working days of released time analogous to one semester hour credit for teaching faculty.

III. Vacation

Full-time Library faculty will have twenty-two (22) vacation days within each academic year which will be prorated for service of less than a full year. Temporary full-time faculty will earn vacation days at the rate of 1.83 days for each month worked. Vacation time accrued during one academic year must be taken by August 31 of the following year, except in special cases authorized by department chairpersons and the Dean of Library Services.

IV. Professional Development

Each full-time member of the Library faculty will be entitled to twenty Professional Development Days within each academic year. Professional Development Days are intended to provide time for and to support research efforts of librarians, be used for attendance at conferences, classes, professional meets, and for other activities related to the duties of the librarian.

Requests for professional days will only be denied if granting such requests would result in inadequate professional coverage of the Library. Every effort will be made to accommodate such requests and to find adequate professional coverage. Should such

request be so denied, such days will be rescheduled within the same academic year. If such days cannot be taken in the same academic year such days, up to a maximum of five (5) days, may be carried over for the next academic year. Such days will have no monetary value on termination or retirement. Travel or expense reimbursement, if any, for Professional Development Days activities will continue as in the past. In the Library faculty annual report, filed by August 31 of each year, Library faculty will summarize all Professional Development Days activities.

Attendance at workshops, conferences, demonstrations, etc., directly related to the current duties of a librarian will not be counted against the individual's Professional Development Days. Library faculty will receive travel and expense reimbursement for attendance at these activities in accordance with FPS 24 II (full reimbursement). Attendance at activities covered by this paragraph must be initiated and/or approved by the appropriate Department Chairperson and the Dean.

Travel authorization and reimbursement for attendance at professional meetings will be in accordance with FPS #24.

V. Adjunct Library Faculty

Adjunct Library faculty are defined as those employed for less than a normal work schedule, as defined above. They will have the same ranks as part-time teaching faculty, in addition to a graduated salary scale. An adjunct Library faculty member may participate in the University health insurance and life insurance plans, provided that he/she pays all the necessary premiums and satisfies all requirements of the insurance carriers and is available under the present insurance policy. These benefits will be available only if there is no additional cost to the University. After completing 4 semesters of service (or equivalent in months), part-time Library faculty who work at least 8 hours per week, will be eligible for 1 course per semester free of tuition for self, spouse, and children. After 8 semesters of service (or equivalent in months) this will be increased to 2 courses per semester. This benefit does not include courses in doctoral programs, the Law School or graduate courses in the case of children.

All part-time librarians shall receive pay based on their usual work schedule when the Library is closed for a holiday on their normally scheduled work day.

All part-time librarians continuously employed for two (2) years or more shall receive as vacation time per year three (3) times their average weekly hours based on the prior calendar year.

In the event of the death of a part-time librarian's spouse, child, parent, sibling, parents-in-law or legally adopted children, a leave of absence of up to three (3) scheduled days from the date of death with pay shall be granted to the bereaved employee. The number of scheduled days off will be determined based on the part-time librarian's schedule during the three (3) calendar days from the date of death.

VI. Adjunct Faculty and Overload Salary Schedule

Library faculty who are assigned overtime hours will be paid hourly wages according to a graduated scale based on rank and longevity at Hofstra as follows:

A--Adjunct Instructor

B--Adjunct Assistant Professor

C--Adjunct Associate Professor

D--Adjunct Professor

Effective 9/1/85:

	A	B	C	D
First 2 years	$10.11	11.82	13.51	15.20
3rd and 4th years	11.82	13.51	15.20	16.89
5 years or more	12.68	14.35	16.05	18.58

Effective 9/1/86:

	A	B	C	D
First 2 years	$10.72	12.53	14.32	16.11
3rd and 4th years	12.53	14.32	16.11	17.90
5 years or more	13.44	15.21	17.01	19.69

Effective 9/1/87:

	A	B	C	D
First 2 years	$11.36	13.28	15.18	17.08
3rd and 4th years	13.28	15.18	17.08	18.97
5 years or more	14.25	16.12	18.03	20.87

APPENDIX C

DISTRICT 65/DISTRICT COUNCIL 37
HOFSTRA INSTITUTE OF APPLIED SOCIAL SCIENCE

I. Work Year

The normal work year for all faculty in the District 65/ District Council 37 Institute shall commence the last week of September and terminate by the third week of June exclusive of interim session and holidays. Both full and part-time faculty may be required to work up to two days during the registration period prior to the first day of classes in September. However, the length of the total work year of District 65/District Council 37 Hofstra faculty shall not exceed the length of the total work year of other members of the University's faculty who are not excluded from the provisions of Section 6.1 of this Agreement.

II. Teaching Load

The teaching load for District 65/District Council 37 Institute faculty shall be twenty-four (24) semester hours divided into three (3) trimesters consisting of eight (8) trimester hours each for all full-time faculty.

APPENDIX D

TARGET DATES FOR ACTION BY

	DPC* and Chairperson	Dean	UFPB	Provost	President	Board of Trustees
Tenure (when December 31 conclusion is required)	Sept. 10**	Oct. 1	Oct. 15	Nov. 1	Dec. 1	Dec. 15
Non-reappointment (December 15 notification: see FS V.D.2.b.ii)	Oct. 1	Oct. 10	Oct. 25	Nov. 5	Nov. 25	Nov. 30
Non-Reappointment (March 1 notification: see FS V.D.2.b.i)	Dec. 23	Jan. 15	Jan. 25	Feb. 5	Feb. 20	Feb. 25
Reappointment (August 31 notification: see FS V.D.2.b.iii)	Jan.31	Feb. 28	—	May 31	June 30	July 31
Non-reappointment (August 31 notification: see FS V.D.2.b.iii)	Jan. 31	Feb. 28	March 31	April 30	June 30	July 31
Promotion (Full-time Faculty) July 31	Feb. 15	March 15***		April 30	June 15	July 15
Tenure (when August 31 conclusion is required)	March 15	April 15	May 15	June 15	July 15	August 24
Promotion (Adjunct Faculty)	March 31	April 30	May 31	June 30	August 1	August 24
Annual Evaluation	Oct. 31	Nov. 30	—	Jan. 31	—	—

*Or Ad Hoc Tenure Committee, as appropriate.
**Procedures conformable to FPS No. 15 (IV) must have begun not later than the preceding April 30th.
***For Hofstra College this target date is March 31.

APPENDIX E

MEMORANDUM OF UNDERSTANDING

BETWEEN

HOFSTRA UNIVERSITY

AND

THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS

During the course of negotiations which led to the Collective Bargaining Agreement between Hofstra University and the American Association of University Professors for the period September 1, 1985 through August 31, 198_ and prior Collective Bargaining Agreements, certain proposals were accepted by both parties based upon the understandings of each party. This memorandum is intended to codify those understandings.

A. Section 3.4

It is agreed between the parties that the deletion of the parenthetical phrase of Section 3.4 of the Collective Bargaining Agreement, which expired on August 31, 1982, was not intended to change any of the rights or remedies that existed under the 1979-1982 Collective Bargaining Agreement.

B. Section 3.5

It is agreed between the parties that the deletion of the second sentence of Section 3.5 of the Collective Bargaining Agreement, which expired on August 31, 1979, was on the basis of redundancy and is not intended to change any rights or remedies that existed under the 1976-1979 Collective Bargaining Agreement.

C. Article 5

Any case that is currently (as of September 1, 1985) within the Article 5 process will continue until completion within the Article 5 process that existed in the 1982-1985 Collective Bargaining Agreement.

D. Section 5.18

Section 5.18 of the Collective Bargaining Agreement will not be interpreted to limit or restrict any other right to information which the AAUP may have concerning the decisions and procedures provided in Article 5.

E. Section 6.6

It is understood that the parties do not intend to deprive faculty who regularly supervise doctoral dissertations and doctoral internship advisement on overload of overload opportunities. Further, it is agreed that faculty who have less than the equivalent of three (3)

hours of dissertation supervision and internship advisement combined, have the option of being paid at the per capita rate or taking up to three (3) hours on-load and owing credits. Such on-load option cannot be repeated until the debt has been repaid.

F. Section 6.13

This Article shall not be construed to limit or restrict any rights of indemnity to which any faculty member may be entitled by law.

G. Section 6.17

In the event the University has an insufficient number of full-time faculty members to teach during the summer sessions in order to meet professional accreditation requirements, full-time faculty are normally expected to teach every other summer session.

H. Article 7

The "medical benefits" to "be continued," as set forth in the first sentence of Section 7.1, shall be the Blue Cross/Blue Shield benefits in effect as of September 1, 1979 as modified by Section 7.3 and the University Major Medical benefits in the major medical policy as of January 1, 1980, as modified by Section 7.2 of this Agreement.

I. Article 7

A faculty member may contribute the full cost for the University health insurance and life insurance plans for an ex-spouse provided that the faculty member is responsible for such pursuant to a divorce decree, provided further that all the requirements of the insurance carriers are met and only to the extent permitted by the University's insurance carriers. These benefits will be available only if there is no additional cost to the University from the insurance carriers or insurance administrators.

J. Article 7

It is agreed that in addition to any other changes noted in Article 7 of this Agreement, the following improvements will be made in benefit programs that existed prior to September 1, 1985; such improvements will be effective September 1, 1985:

1. Increase disability insurance to provide 60% of salary up to a maximum annual salary of $60,000. Total benefit includes coordination with social security benefits.
2. Life insurance increased to a maximum of $50,000 and A, D & B benefits to a maximum of $100,000 (2 times life insurance benefit).

Effective September 1, 1986, scholarships provided to dependent children of full-time faculty members attending other institutions will be increased to $750 per year. Such scholarships will be payable under the same conditions and requirements as existed prior to September 1, 1986 for scholarships provided to dependent children.

L. Section 7.2

The right of the persons covered by clause (ii) in Section 7.2 to receive "outpatient and/or in-hospital" benefits is dependent on the fact that they "have commenced treatment for mental or nervous disorders prior to 9/1/79", whether or not such treatment was outpatient or in-hospital. Thus, a person covered by clause (ii) who commenced either in-hospital or outpatient treatment prior to September 1, 1979 is entitled to HSI benefits for either outpatient or in-hospital treatment, or both outpatient and in-hospital treatment.

M. Section 7.11

As set forth in Section 7.11 of the Collective Bargaining Agreement, the University will offer alternatives to TIAA/CREF. It is understood that in order to participate in such alternative retirement programs:

form indicating the investment organization to which contributions are to be submitted.

2. A faculty member's selection would be limited to a single investment organization as an alternative to TIAA/CREF.

3. Selection or change of investment organization may occur only one time per calendar year, effective January 1st of each year.

4. A release form absolving the University of any liability in connection with the financial conditions of the selected organization, its earnings, and the accumulation in the individual's account, prepared by the University, must accompany each application.

N. Section 7.21

The amount to be paid pursuant to Section 7.21 is payable from the time of retirement "until the end of the academic year in which the faculty member reaches age 65," as the language clearly provides. Thus, a faculty member with an annual salary of $20,000 per year who retires at age 60 would be paid a total (depending on length of service) of either $20,000 or $25,000, spread out over the years between the year in which his early retirement commences and the year in which he or she reached age 65.

It is agreed that after the application of the September 1, 1985 wage increases for continuing full-time members of the bargaining unit as provided in Sections 8.1 and 8.3, the minimum salary schedule attached to this memorandum of understanding will be applied. However, in no event will a continuing full-time member of the bargaining unit be given a wage adjustment by application of the minimum salary schedule greater that $2,000 annually. It is agreed, that except as provided herein, the minimum salary schedule will have no other effect or purpose.

P. Article 17

The parties stipulate that in cases involving alleged violations of Section 17 of the Collective Bargaining Agreement, the standards to be used by the trier of fact will be those established by comparable local, state, and federal laws.

Q. Article 19

It is understood that the President of the University, if not satisfied with the names submitted by the Affirmative Action Committee, may request additional names in accordance with normal search procedures.

It is agreed between the parties that academic conferences will be open to participation by all faculty members with expertise in a particular conference area. Toward this end, the University will make every effort to seek to involve all interested faculty in all Hofstra University extra-curricular academic enterprises.

B. Adjunct Faculty Semesters

The parties agree that whenever the academic or regular semesters are used with reference to adjunct faculty, unless specifically included, such semesters shall exclude the summer sessions and intersessions at the University.

HOFSTRA UNIVERSITY

By _____
James M. Shuart,
President

HOFSTRA UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

By _____
Corinne Prover,
President

1985-86 MINIMUM SALARY SCHEDULE FOR CONTINUING FULL-TIME FACULTY
AFTER 9/1/85 WAGE INCREASES PROVIDED IN SECTIONS 8.1 AND 8.3

Years in the Rank	Step	Professor	Associate Professor	Assistant Professor	Instructor
0- 1	1	$27,500	$24,000	$21,500	$18,500
1- 2	2	28,300	24,700	22,100	19,000
2- 3	3	29,100	25,400	22,700	19,500
3- 4	4	29,900	26,100	23,300	20,000
4- 5	5	30,700	26,800	23,900	20,500
5- 6	6	31,500	27,500	24,500	21,000
6- 7	7	32,300	28,200	25,100	21,500
7- 8	8	33,100	28,900	25,700	22,000
8- 9	9	33,900	29,600	26,300	22,500
9-10	10	34,700	30,300	26,900	23,000
10-11	11	35,500	31,000	27,500	
11-12	12	36,300	31,700	28,100	
12-13	13	37,100	32,400	28,700	
13-14	14	37,900	33,100	29,300	
14-15	15	38,700	33,800	29,900	
15-16	16	39,500	34,500	30,500	
16-17	17	40,300	35,200	31,100	
17-18	18	41,100	35,900	32,300	
18-19	19	41,900	36,600	32,900	
19-20	20	42,700	37,300	33,500	